CONTRACT



www.kmbc.com

And:

Great American Media 1010 Wisconsin Avenue N W Suite 800 Washington, DC 20007

	Contract / Re	vision		Alt Order #	1
	910144	1		07872766	
Product	,				
DSCC-MO					
Contract Dates	Estimate #				
10/23/12 - 10/29/12	1139				
Advertiser	diverse de la companya de la company		Ori	ginal Date	/ Revision
Democratic Senatorial Ca	ampaign Com	mittee	1	0/12/12	/ 10/12/12
	Billing Cycle	Billing	Cal	endar	Cash/Trade
	EOM/EOC	Broado	ast		Cash
	Station	Accour	nt E	xecutive	Sales Office
	KMBC	Meredi	th T	hompson	Eagle-Washingt
	Special Hand	ling			
	Demographic	8	-		*
	Adults 35+				
	IDB#	Advert	ser	Code	Product Code
	8091				
	Agency Ref			Advertiser	Ref

Spots/

*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeS	pots	Amount
1 KMBC 10/23/12 10/26/12 First News at 5am Start Date	5-5:30am <u>Rate</u> \$300.00	:30	NM	3	\$900.00
2 KMBC 10/23/12 10/26/12 First News at 5:30am Start Date	5:30-6am <u>Rate</u> \$450.00	:30	NM	2	\$900.00
3 KMBC 10/23/12 10/26/12 First News at 6am Start Date	6-7am <u>Rate</u> \$800.00	:30	NM	3	\$2,400.00
4 KMBC 10/29/12 10/29/12 First News at 6am Start Date Week: 10/29/12 End Date Weekdays Spots/Week Week 10/29/12 11/04/12 M 1	6-7am <u>Rate</u> \$800.00	:30	NM	1	\$800.00
5 KMBC 10/23/12 10/26/12 Good Morning America Start Date	7-9am <u>Rate</u> \$800.00	:30	NM	5	\$4,000.00
6 KMBC 10/29/12 10/29/12 Good Morning America Start Date	7-9am <u>Rate</u> \$800.00	:30	NM	1	\$800.00
7 KMBC 10/27/12 10/27/12 News Wknd Sat Start Date	7-9am <u>Rate</u> \$400.00	:30	NM	1	\$400.00
8 KMBC 10/28/12 10/28/12 News Wknd Sun Start Date Week: 10/22/12	7-9am <u>Rate</u> \$450.00	:30	NM	1	\$450.00
9 KMBC 10/23/12 10/26/12 Rachael Ray Show Start Date Week: 10/22/12	9-10am <u>Rate</u> \$300.00	:30	NM	3	\$900.00
10 KMBC 10/23/12 10/26/12 The View Start Date Week: 10/22/12 10/28/12 The View Weekdays Spots/Week	11am-12pm <u>Rate</u> \$400.00	:30	NM	3	\$1,200.00
11 KMBC 10/28/12 10/28/12 This Week With George Ste	p 930-1030am	:30	MM	1	\$550.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

Contract Agreement Between:



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	Contract / Revision	Alt Order #
	910144 /	07872766
Contract Dates	Product	Estimate #
10/23/12 - 10/29/12	DSCC-MO	1139

 Advertiser
 Original Date / Revision

 Democratic Senatorial Ca
 10/12/12 / 10/12/12

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	TypeS	pots	Amount
Start Date End Date Weekdays Spots/Week	<u>Rate</u> \$550.00				
12 KMBC 10/23/12 10/26/12 Dr. Phil Start Date End Date Weekdays Week: 10/22/12 10/28/12 -TWTF 2	3-4pm <u>Rate</u> \$300.00	:30	NM	2	\$600.00
13 KMBC 10/29/12 10/29/12 Dr. Phil Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 M 1	3-4pm <u>Rate</u> \$300.00	:30	NM	1	\$300.00
14 KMBC 10/23/12 10/26/12 DR OZ Start Date Week: 10/22/12 End Date 10/28/12 Weekdays - TWTF Spots/Week	4PM-5PM <u>Rate</u> \$450.00	:30	NM	3	\$1,350.00
15 KMBC 10/23/12 10/26/12 5pm News Start Date Week: 10/22/12 End Date 10/28/12 Weekdays - TWTF Spots/Week	5-530pm <u>Rate</u> \$1,400.00	:30	NM	4	\$5,600.00
16 KMBC 10/29/12 10/29/12 5pm News Start Date Week: 10/29/12 End Date 11/04/12 Weekdays M Spots/Week	5-530pm <u>Rate</u> \$1,400.00	:30	NM	1	\$1,400.00
17 KMBC 10/23/12 10/26/12 6pm News Start Date Week: 10/22/12 End Date 10/28/12 Weekdays - TWTF Spots/Week	6-630pm <u>Rate</u> \$1,700.00	:30	NM	4	\$6,800.00
18 KMBC 10/29/12 10/29/12 6pm News Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 M 1	6-630pm <u>Rate</u> \$1,700.00	:30	MM	1	\$1,700.00
19 KMBC 10/27/12 10/27/12 6pm News Saturday Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 S- 1	6-7pm <u>Rate</u> \$800.00	:30	NM	1	\$800.00
20 KMBC 10/28/12 10/28/12 5pm News Sunday Start Date Week: 10/22/12 End Date 10/28/12 Weekdays 2 Spots/Week Week: 10/22/12 10/28/12 S 1	5-6pm <u>Rate</u> \$800.00	:30	NM	1	\$800.00
21 KMBC 10/23/12 10/26/12 630-7p Start Date	630-7pm <u>Rate</u> \$1,600.00	:30	NM	3	\$4,800.00
22 KMBC 10/23/12 10/23/12 DWS RESULTS Start Date	8-9pm <u>Rate</u> \$6,000.00	:30	NM	1	\$6,000.00
23 KMBC 10/25/12 10/25/12 PRIVATE PRACTICE Start Date	9-10pm <u>Rate</u> \$3,000.00	:30	NM	1	\$3,000.00
N 24 KMBC 10/26/12 10/26/12 Nashville All access Start Date Week: End Date 10/28/12 Weekdays 2005/Week 2005/Week 2005/Week Spots/Week 2005/Week 2005/We	8-9pm <u>Rate</u> \$1,400.00	:30	NM	1	\$1,400.00
25 KMBC 10/26/12 10/26/12 20/20 Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12F 1	9-10pm <u>Rate</u> \$2,500.00	:30	NM	1	\$2,500.00
26 KMBC 10/23/12 10/26/12 M-F/SU 10pm News Start Date	10-1035pm Rate \$2,800.00	:30	NM	3	\$8,400.00
27 KMBC 10/28/12 10/28/12 SU 1030pm News Start Date End Date Weekdays Spots/Week	1030-11pm <u>Rate</u>	:30	NM	1	\$1,000.00

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10/23/12 - 10/29/12	DSCC-MO	1139
Advertiser		Original Date / Revision
Democratic Senatoria	I Ca	10/12/12 / 10/12/12

*Line Ch Start Date End Date Description	Start/End Time	Days	Spots/ Length Week	Rate	TypeS	Spots	Amount
Week:Start DateEnd DateWeekdaysSpots/Week10/22/1210/28/12S1	<u>Rate</u> \$1,000.00						
28 KMBC 10/28/12 10/28/12 Su 2&1/2 Men Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12	SU 11-1130pm <u>Rate</u> \$700.00		:30		NM	1	\$700.00
29 KMBC 10/27/12 10/27/12 ABC College Football Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 S- 1	Various <u>Rate</u> \$4,000.00		:30		MM	1	\$4,000.00
			Totals	8	-	55	\$64,450.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	50	\$59,450.00	\$50,532.50
10/29/12 -10/29/12	5	\$5,000.00	\$4,250.00
Totals	55	\$64,450.00	\$54,782.50

Signature:	Date:	
///	-	

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

BILLING AND PAYMENTS 1

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other data as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the Soe of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

TERMINATION

- (a) Unless otherwise specified on the face hereof, either party-may-terminate this contract, without cause, upon giving the other party-et least 28 days prior notice provided that, if notice is given by Agency, terminates this contract it shall pay Station at the earned rate for all broadbasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material orea on by Agency, (ii) in Genomical and an expense time; payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaired scorued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telepasts completed hereunder prior to cancellation by Station.
- Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such terminator, the Station's only liability shall be to pay as input dated damages a sum equal to the leaser of the following: (i) the sotual nonpancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellabor. Section had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If, as a result of an act of God, force mejeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or legual opportunity? requirements for certain political candidates, or any other similar or dissimilar cause beyond the Staton's responsible control. Staton fails to broadcast any or all of the announcement slip or programs to be broad cast hereunder. Station shall not be in breach hereof, but Agen cychall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

PREEMPTIONS

Station shall have the right to cancel any proadcast or portion thereof covered by this contract in order to proadcast any program or event which, in the Station's sole dispreton, it deems to be of greater public interest or significance. Station may also recapture time previously soid when necessary to comply with its obligations to make swallable reasonable appeass" and/or "equal opportunities" to perfain political pandidates under the Communications Act of 1934, as amended. Station will notify Agency of such pandellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed can celed without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the banceled broadcast.

FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole dispretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no predit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. A GENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 45 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station is then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast here under, Station will, at Agency/s expense, return Agency/material to Agency. If Agency/does not so request Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

INDEMNIFICATION

Agen dy and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or pharges (including reasonable attorney these and disbursements) which arise out of or result from the broadcast, preparation for proadcast or contemplated broadcast of materials timished by or on behalf of Apartization for proadcast or contemplated broadcast of materials timished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnibe shall promptly notify and cooperate with the indemnitor with respect to any plaim. The provisions of this paragraph shall survive the termination or expiration of this contract.

CONSEQUENTIAL DAMAGES

Agen by and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for presch.

9 GENERAL

Station will broadcast the announcements and programs overed by this contraction the dates and at the approximate hourly times provided on the

face hereof.

(b)	The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or	r pommercia i
materials and other property furn	hed by the Agencyin connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone o	salis in
connection with broad casts exce	after its prior approval.	

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will sot as agent for making payment on all billings hereunder. However, Agency shall be primarily listle for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be listle to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not therefore made payment to the Agency thereon, and to the extent that Advertiser has not therefore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency; or that Agency was in danger of becoming in solvent; or (ii) after receiving notice (together with a custom shall perform that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained reliating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser is ability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, or billings for broadcasts thereafter. Station is not required to broadcast here under for the benefit of any person other than Advertiser, or for a product or service other than that he med on the face hereof.
- This contract contains the entire understanding between the parties, cannot be changed or terminated orally; and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce anyor the provisions hereof shall not be construed as a general refinquishment or waiver of that or anyother provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of disposition.

[For additional information relating to political advertising, Agendes and Advertisers are encouraged to request a copy of the Station's current political advertising disposure statement.]

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and		1		Da	te:	
KMBC	Kansas 1	City_		(6	2/19/12	
	<u>42</u>	(15)	re	5		
do hereby reque	St station time conce	erning the follo	wing issue:		in title fair	
				erense.		
		DSCC	-1E			
Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks	
		£				
.0	As	5RC	ERED	>		
	10/23-29/1	e fligh				
Total Char	ges: \$49,4	50,00				
All and the second seco			Sec. 17	9		
This broadcast time will be used by: DSCC - (E						
Does the p	Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"					
æ	Yes			\square No		

For programming that "communic importance," list the name of the office(s) being sought and the date	legally qualified candidate(s)	the programming refers to, the
For programming that "communic importance," attach Agreed Upon		political matter of national
I represent that the payment for th	e above described broadcast fi	ime has been furnished by:
05	cc -1E	
and you are authorized to announc furnishing the payment, if other the		person or entity. The entity
a corporation; a commit	tec; an association;	or other unincorporated group.
The names, offices, and addresses agents of the entity are named below THIS STATION DOES NOT DISCOF RACE OR ETHNICITY IN TH	ow (may be attached separately CRIMINATE OR PERMIT D	Y): MARTHA MCKENNA, DIRECTOR IE 430 S. CAPITAL 37 SE WASHINGTON DE 20063 ISCRIMINATION ON THE BASIS
I agree to indemnify and hold harmle reasonable attorney's fees, that may e advertisement(s). For the above-stat transcript, or tape, which will be de before the time of the scheduled bro	nsue from the broadcast of the ted broadcast(s), I also agree livered to the station at least	e above-requested to prepare a script,
Date Sign	ED BY ISSUE ADVE	202-538-8760 Contact Phone Number
	D BY STATION REP Accepted in Part	RESENTATIVE Rejected
☐ Accepted	- Accepted in Fart	Rejected
Signature	Printed Name	Title

AGREED UPON SCHEDULE

For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
	AS	04	JOER	ED	

Total Charges:

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired.